

## *the small print...*

Please read carefully and print/keep a copy for future reference.

### 1. TERMS AND CONDITIONS

- The following Terms and Conditions apply to all bookings with the Company TDH Media Ltd (Registered in England No.4061835).
- The placing of The Client(s)' order indicates their acceptance of these Terms and Conditions.
- To make a booking with TDH Media, you must be at least 18 years old.
- These Terms and Conditions cannot be varied in any way by The Client(s) unless such conditions are expressly agreed with, and confirmed in writing, by TDH Media in advance.
- TDH Media reserves the right to refuse at its own discretion any booking.
- These Terms and Conditions do not affect statutory rights.

### 2. DEFINITIONS

- In these Terms and Conditions, 'TDH Media' shall mean the Registered Company TDH Media Ltd (Registered in England No.4061835) and any person who has been hired by TDH Media to work in any capacity on the Commission by The Client(s).
- 'The Client(s)' shall be that/those person(s) defined as Bride and/or Groom on the booking form, whether a direct client of TDH Media or an agency or otherwise, and the expression 'The Client(s)' shall where the context so admits include its respective assignees, sub-licensees and successors in title.
- The 'Commission' shall mean the booking of TDH Media by The Client(s) to perform photography, videography, and editing services in consideration of the Fee.
- The 'Fee' shall mean the Fee for completion of the Commission by TDH Media.
- 'Copyright' means the ownership of and rights to the Final Materials.
- 'Final Materials' means the photographic and/or video images collected, edited, produced and presented by TDH Media for the purpose of the Commission by The Client(s), and presented in the manner and quantity agreed at the time of booking.

### 3. PRICES

All standard Commissions and additional goods specified on the booking form or on the TDH Media website are supplied at the prices ruling on the date of booking. Goods not specified at time of original booking are supplied at the prices ruling at the time of receipt of the additional order.

### 4. COVERAGE

- Photography and videography performed during the course of the Commission will be at the discretion of TDH Media although every effort will be made to comply with the requirements of The Client(s).
- TDH Media shall be granted artistic license in relation to the poses photographed and the locations used. TDH Media's judgement regarding these matters shall be deemed correct.
- TDH Media shall endeavour to photograph all individuals as requested by The Client(s) at some point, but no responsibility will be taken by TDH Media on the occasion of leaving out any person, object or scene.
- When a Commission involves a church ceremony, or at certain other venues, the movements by TDH Media might be restricted by the official in charge of said venue. The area from which TDH Media is able to cover said ceremony may not be of TDH Media's choice and TDH Media cannot accept responsibility for any obstructed view in Final Materials, should this be the case.

### 5. CONFIDENTIALITY

Each party will keep confidential and will not disclose to any third parties or make use of information or material communicated to it in confidence for the purposes of the Commission, save as may be reasonably necessary to enable TDH Media to carry out its obligations in relation to the Commission.

### 6. PERSONAL ACCIDENT

Any directions issued to The Client(s), their guests or employees during a Commission are deemed to be at said persons' own risk. TDH Media cannot be held responsible for any personal accidents during a Commission.

### 7. INDEMNITY

The Client(s) shall be responsible for obtaining clearances in respect of third-party copyright works, trademarks, designs or other intellectual property and will indemnify TDH Media against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

### 8. PAYMENT

- A non-refundable deposit of £120.00 will confirm The Client(s)' booking, as well as full acceptance of these Terms and Conditions. The deposit will be deducted from the cost of The Client(s)' chosen

package when calculating the final balance due.

- Full payment of the remaining balance must be made two weeks before the date of the Commission. Failure by The Client(s) to make full payment at this time without prior written agreement by TDH Media will result in the cancellation of The Client(s)' Commission.
- Additional goods ordered must be paid for in full at the time of ordering.
- Titles to all goods remain with TDH Media until paid for in full by The Client(s).
- Credit card payments by The Client(s) must be accompanied by a completed booking form, which states the exact name, address and telephone number their credit card holder has on file for The Client(s).
- All orders will only be processed once authorisation of The Client(s) payment has been properly received.

### 9. EXPENSES

Where extra expenses are incurred by TDH Media as a result of alterations to the original brief for the Commission by The Client(s), or otherwise at its request, The Client(s) shall be liable to pay such extra expenses or fees as having been agreed or estimated.

### 10. DELIVERY

- TDH Media shall endeavour to ensure delivery of Final Materials and additional orders within the agreed time period.
- Time for delivery shall not be the essence of the contract.
- TDH Media shall not in any circumstances be liable to The Client(s) for any loss, whether direct or indirect, or for loss of profit occasioned by late delivery or on any other grounds whatsoever.

### 11. REJECTION

There is no right to reject Final Materials on the basis of style or composition.

### 12. OWNERSHIP AND DISPLAY OF MATERIALS

- Upon completion of the Commission, and successful Delivery of Final Materials to The Client(s), TDH Media will hand over the entire Copyright of those Final Materials to The Client(s).
- All digital negatives (computer files) and video tapes used during any Commission by TDH Media remain the property of TDH Media. On occasion, TDH Media may supply a copy of the unedited digital files to The Client(s) for their own non-commercial use.
- The Client(s) hereby give(s) permission for TDH Media to display any photograph covered by their Commission, at any time and in any part of the world, for general business promotion in advertising, brochures, magazine articles, websites, literature and sample albums.

### 13. CANCELLATION AND POSTPONEMENT

If The Client(s) should have to cancel a Commission, the following cancellation fees will become due immediately upon said cancellation:

- Cancellation or Postponement more than three months before the Commission - The deposit of at least £120.00.**
- Cancellation less than three months before the Commission - Full price of the package booked.**

Where no package has been specified on the booking form, it will be deemed that The Client(s) have chosen a package to the value of £2,400.00. The Client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation. Where TDH Media is able to re-book the date with an equivalent booking, the cancellation fee will be reduced to the deposit.

### 14. FORCE MAJEURE

TDH Media shall not be liable for any failure in the performance of any of its obligations caused by factors beyond its reasonable control.

- TDH Media will endeavour to provide The Client(s) with alternative, equivalent staff in the event that TDH Media is unable to attend the Commission due to any cause beyond its reasonable control, e.g. sudden illness, injury, victim of crime, flooding, etc.

- In the event of cancellation by TDH Media due to Force Majeure, or in the extremely unlikely event of total equipment failure, liability shall be limited to a full refund of any fees paid.

### 15. WAIVER

Neither the demand for nor the acceptance of payment made under these Terms and Conditions nor the failure by TDH Media to enforce any of the Terms and Conditions at any time or for any period will release or exonerate or in any way affect the liability of The Client(s) or be a waiver of these Terms and Conditions.

### 16. APPLICABLE LAW

This agreement shall be governed by the laws of England.